



NEW HAVEN PUBLIC SCHOOLS

Operations Memorandum

To: New Haven Board of Education Finance and Operations Committee
From: Gilda Herrera
Date: 6/4/2021
Re: Blackboard Inc

Contractor Name: Blackboard Inc

Contractor Address:

Is the contractor a Minority or Women Owned Small Business? No

Renewal or Award of Contract/Agreement? Renewal

Total Amount of Contract/Agreement and the Hourly or Service Rate: \$71,609.20

Contract or Agreement #: RFP Renewal 2020-04-1274 (7/1/2021 – 6/30/2022)

Funding Source & Account #: 3C202075 58704

Key Questions: (Please have someone ready to discuss the details of each question during the Finance & Operations meeting or this proposal might not be advanced for consideration by the full Board of Education):

- 1. What specific service will the contractor provide:**
Multimedia communication, website management and licensing.
- 2. How was the contractor selected? Quotes? RFP? Sealed Bid or Sole Source? Please describe the selection process including other sources considered and the rationale for selecting this method of selection:** Sole source
- 3. If this is a renewal with a current vendor, has the vendor's performance been satisfactory under the existing contract or agreement?** Yes
- 4. If this Contract/Agreement is a Renewal has cost increased? If yes, by how much?** No
- 5. If this Contractor is New has cost for service increased from previous years? If yes, by how much? Is this a service existing staff could provide? Why or why not?** No

New Period or Contract Renewal Confirmation Notice

CUSTOMER INFORMATION:

Billing Address:

New Haven City School District
 54 Meadow St
 New Haven, CT 06519-1783
 USA

Date: 04/01/2021
Customer No: 329311
Document No: CSF000355502

Customer Primary Contact: Eric Scholz

PRODUCTS AND SERVICES SUBJECT TO NEW PERIOD OR RENEWAL:

Qty	Product Code	Product Description	Start Date	End Date	Price (USD)
21734	BC-MN-ATTEND	ParentLink Attendance App	07/01/2021	06/30/2022	5,429.50
21734	BC-MN	Reliable mass notification system for sending messages via voice, text, email, push notification, website announcement, website alert, and social media.	07/01/2021	06/30/2022	26,061.61
21734	BC-MN-TC	Teacher-to-parent communication tool.	07/01/2021	06/30/2022	6,515.40
1	WCM-ALY-CE	Blackboard Ally helps you modify, monitor, and report on your website content to make it more accessible for your entire community., 15,001 - 25,000 Users	07/01/2021	06/30/2022	16,141.00
1	WCM-ESSN	Website and content management system software with reliable web hosting., 1 - 2,000 Users	07/01/2021	06/30/2022	1,500.00
21734	MCA-APP	Custom, branded mobile app with access to news, calendars, social media, notifications, and other vital school information.	07/01/2021	06/30/2022	15,761.69
1	MCA-APP-MAINT	Blackboard Mobile Communications App Annual Maintenance	07/01/2021	06/30/2022	200.00
Renewal Amount (USD)					71,609.20

CONFIRMATION:

Per the terms of your contract currently in place for Blackboard products and/or services, the next period or contract renewal period starts on **07/01/2021**. With respect to contract renewals, per the terms of your contract your license(s) may be automatically renewed 30 days prior to the renewal period start date, and **use of the product and/or services on or beyond 07/01/2021 may result in an automatic invoice from Blackboard for the renewal amount noted above.**

Any utilization beyond licensed quantities allowed under your current contract with Blackboard may result in license fees charged in addition to the new period or contract renewal amount noted above. Please reach out to Blackboard to adjust your current license quantity if applicable.

You will be invoiced for products and/or services for the total above upon receipt of this form unless other arrangements are made. Please note that taxes are not included in the total Amount Due and will be added, where applicable, when invoiced. If you are exempt from paying sales tax, include your current state tax exemption certificate or forward to exemptcerts@blackboard.com.

Please review the following to ensure accurate billing:

1. Provide updated billing information if inaccurate
2. Provide Purchase Order No., if required
3. Include current tax-exempt form for your institution, if applicable
4. Purchase Orders and/or Tax-Exempt Form can be sent via any one of the following methods by **07/01/2021**:
 - Email: operations@blackboard.com
 - Fax: +1.312.236.7251
 - Mail: Blackboard Inc., 11720 Plaza America Drive Fl 11, Reston, VA 20190, USA

5. If you do not require a Purchase Order, please provide confirmation via email that “No PO is required” to operations@blackboard.com or directly to your renewal representative.



NEW HAVEN PUBLIC SCHOOLS
AGREEMENT COVER SHEET

Cover Sheet is an Internal Document for Business Office Use

Please Type

Contractor full name: Blackboard Inc.

Doing Business As, if applicable:

Business Address: 11720 Plaza America Drive Fl11
Reston, VA 20190

Business Phone: 1.312.236.7251

Business email: operations@blackboard.com

SS# OR Tax ID #: 52-2081178

Funding Source & Acct # including location code: 3C202075 58704

Principal or Supervisor: Gilda Herrera

Agreement Effective Dates: From 07/01/2021. To 6/30/2022

Hourly rate or per session rate or per day rate.

Total amount:

Description of Service: Please provide a one or two sentence description of the service. *Services provided to the district are as follow; ParentLink Attendance App, notification system via voice, text, email, push notification, website announcement/alert and social media. Website report on website content to provide accessibility to the learning community, 15-25,000 users. Including news, calendar, social media, notification and school information.*

Submitted by: Gilda Herrera Phone: 475.220.1694



NEW HAVEN PUBLIC SCHOOLS

AGREEMENT
By And Between
The New Haven Board of Education
AND

(Insert Contractor Name Here)

FOR DEPARTMENT/PROGRAM:

(Insert School or Department Name Here)

This Agreement entered into on the 1 day of July 2021 , effective (*no sooner than the day after Board of Education Approval*), the 30 day of July , 2021 , by and between the New Haven Board of Education (herein referred to as the “Board” and, Blackboard Inc, located at, 11720 Plaza America Drive F111, Reston, VA 20190 (herein referred to as the “Contractor”).

Compensation: The Board shall pay the contractor for satisfactory performance of services required the amount of \$71,609.20 per day, hour or session , for a total of 365 days, hours or sessions.

The maximum amount the contractor shall be paid under this agreement: Blackboard Inc (\$ 71,609.20). Compensation will be made upon submission of an itemized invoice which includes a detailed description of work performed and date of service .

Fiscal support for this Agreement shall be by Capital Fund **Program** of the New Haven Board of Education, **Account Number:** 3C202075 58704 **Location Code:** _ _ _ _ .

This agreement shall remain in effect from 7/1/2021 to 6/30/2022 .

SCOPE OF SERVICE: *Please provide brief summary of service to be provided. Services provided to the district are as follow; ParentLink Attendance App, notification system via voice, text, email, push notification, website announcement/alert and social media. Website report on website content to provide accessibility to the learning community, 15-25,000 users. Including news, calendar, social media, notification and school information. See attached document # CSF00035502*

Exhibit A: Scope of Service: Please attach contractor's detailed Scope of Service on contractor letterhead with all costs for services including travel and supplies, if applicable.

Exhibit B: Student Data and Privacy Agreement: Attached

APPROVAL: This Agreement must be approved by the New Haven Board of Education ***prior to service start date***. Contactors may begin service no sooner than the day after Board of Education approval.

HOLD HARMLESS: The Contractor shall insure and/or indemnify the Board and its members, employees and agents against all claims, suits, and expenses, including reasonable attorney's fees, in connection with loss of life, bodily injury or property damage arising from any neglect act or omission of the Contractor or its employees or agents. Further, the Contractor covenants and agrees that it shall hold the Board and its members, employees and agents harmless against any and all claims, suits judgments of any description whatsoever caused by the Contractor' breach of this agreement or based upon the conduct of the Contractor, or its agents or its employees or arising out of in connection with their activities under this agreement.

TERMINATION: The Board may cancel this agreement for any reason upon thirty (30) days' written notice sent to the Contractor by certified U.S. mail, return receipt requested; provided however, that the Board shall be responsible to the Contractor for all services rendered by the Contractor through the last day of thirty (30) day notice period, as long as the Agreement was approved by the Board prior to the start date of service.

Contractor Signature

President
New Haven Board of Education

Date

Date

Contractor Printed Name & Title

Revised: 11/27/19



NEW HAVEN PUBLIC SCHOOLS

EXHIBIT B

STUDENT DATA PRIVACY AGREEMENT SPECIAL TERMS AND CONDITIONS

For the purposes of this Exhibit B "directory information," "de-identified student information," "school purposes," "student information," "student records," "student-generated content," and "targeted advertising" shall be as defined by Conn. Gen. Stat. § 10-234aa.

1. All student records, student information, and student-generated content (collectively, "student data") provided or accessed pursuant this Agreement or any other services agreement between the Parties are not the property of, or under the control of, the Contractor.
2. The Board shall have access to and the ability to delete student data in the possession of the Contractor except in instances where such data is (A) otherwise prohibited from deletion or required to be retained under state or federal law, or (B) stored as a copy as part of a disaster recovery storage system and that is (i) inaccessible to the public, and (ii) unable to be used in the normal course of business by the Contractor. The Board may request the deletion of any such student information, student records or student-generated content if such copy has been used by the operator to repopulate accessible data following a disaster recovery. The Board may request the deletion of student data by the contractor within two (2) business days of receiving such a request and provide to the Board confirmation via electronic mail that the student data has been deleted in accordance with the request, the date of its deletion, and the manner in which it has been deleted. The confirmation shall contain a written assurance from the Contractor that proper disposal of the data has occurred in order to prevent the unauthorized access or use of student data and that deletion has occurred in accordance with industry standards/practices/protocols.
3. The Contractor shall not use student data for any purposes other than those authorized pursuant to this Agreement.
4. A student, parent or legal guardian of a student may review personally identifiable information contained in student data and correct any erroneous information, if any, in such student data. If the Contractor receives a request to review student data in the Contractor's possession directly from a student, parent, or guardian, the Contractor agrees to refer that individual to the Board and to notify the Board within two (2) business days of receiving such a request. The Contractor agrees to work cooperatively with the Board to permit a student, parent, or guardian to review personally identifiable information in student data that has been shared with the Contractor, and correct any erroneous information therein.

5. The Contractor shall take actions designed to ensure the security and confidentiality of student data.
6. The Contractor will notify the Board, in accordance with Conn. Gen. Stat. § 10-234dd, when there has been an unauthorized release, disclosure or acquisition of student data. Such notification will include the following steps:

Upon discovery by the Contractor of a breach of student data, the Contractor shall conduct an investigation and restore the integrity of its data systems and, without unreasonable delay, but not more than thirty (30) days after such discovery, shall provide the Board with a more detailed notice of the breach, including but not limited to the date and time of the breach; name(s) of the student(s) whose student data was released, disclosed or acquired; nature of and extent of the breach; and measures taken to ensure that such a breach does not occur in the future.

7. Student data shall not be retained or available to the Contractor upon expiration of the contract between the Contractor and Board, except a student, parent or legal guardian of a student may choose independently to establish or maintain an electronic account with the Contractor after the expiration of such contract for the purpose of storing student- generated content.
8. The Contractor and Board shall each ensure their own compliance with the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g, as amended from time to time.
9. The Contractor acknowledges and agrees to comply with the above and all other applicable aspects of Connecticut's Student Data Privacy law according to Connecticut General Statutes §§ 10-234aa through 10-234dd.
10. The Parties agree that this Agreement controls over any inconsistent terms or conditions contained within any other agreement entered into by the Parties concerning student data.